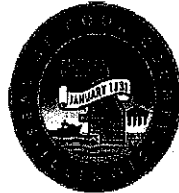


**PROFESSIONAL SERVICES AGREEMENT**

**LOAN SERVICING AND ACCOUNTS PAYABLE PROFESSIONAL SERVICES**

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF ECONOMIC DEVELOPMENT

AND

AMERINATIONAL COMMUNITY SERVICES, INC.

Contract No.: 1388-12982

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

APR 09 2014

COM \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

### TABLE OF CONTENTS

TERMS AND CONDITIONS .....	4
ARTICLE 1) INCORPORATION OF BACKGROUND .....	4
ARTICLE 2) DEFINITIONS .....	4
a) Definitions .....	4
b) Interpretation .....	5
c) Incorporation of Exhibits .....	5
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT .....	5
a) Scope of Services .....	5
b) Deliverables .....	6
c) Standard of Performance .....	6
d) Personnel .....	6
e) Minority and Women's Business Enterprises Commitment .....	7
f) Insurance .....	7
g) Indemnification .....	10
h) Confidentiality and Ownership of Documents .....	10
i) Patents, Copyrights and Licenses .....	11
j) Examination of Records and Audits .....	11
k) Subcontracting or Assignment of Contract or Contract Funds .....	12
ARTICLE 4) TERM OF PERFORMANCE .....	13
a) Term of Performance .....	13
b) Timeliness of Performance .....	13
c) Agreement Extension Option .....	13
ARTICLE 5) COMPENSATION .....	13
a) Basis of Payment .....	13
b) Method of Payment .....	13
c) Funding .....	14
d) Non-Appropriation .....	14
e) Taxes .....	14
f) Price Reduction .....	14
g) Contractor Credits .....	14
ARTICLE 6) DISPUTES .....	15
ARTICLE 7) COMPLIANCE WITH ALL LAWS .....	15
ARTICLE 8) SPECIAL CONDITIONS .....	15
a) Warranties and Representations .....	15
b) Ethics .....	16
c) Joint and Several Liability .....	16
d) Business Documents .....	16
e) Conflicts of Interest .....	16
f) Non-Liability of Public Officials .....	17
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET .....	17

a)	Events of Default Defined .....	17
b)	Remedies .....	18
c)	Early Termination .....	19
d)	Suspension .....	20
e)	Right to Offset .....	20
f.)	Delays .....	21
g.)	Prepaid Fees .....	21
ARTICLE 10)	GENERAL CONDITIONS .....	21
a)	Entire Agreement .....	21
b)	Counterparts .....	22
c)	Modifications and Amendments .....	22
d)	Governing Law and Jurisdiction .....	22
e)	Severability .....	22
f)	Assigns .....	23
g)	Cooperation .....	23
h)	Waiver .....	23
i)	Independent Contractor .....	23
j)	Governmental Joint Purchasing Agreement .....	24
ARTICLE 11)	NOTICES .....	24
ARTICLE 12)	AUTHORITY .....	24

#### **List of Exhibits**

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Economic Disclosure Statement
	Signature Pages

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and AMERINATIONAL COMMUNITY SERVICES, INC. doing business a corporation in the State of Minnesota hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on April 9, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

## **BACKGROUND**

The County of Cook issued a Request for Proposals "RFP" for Loan Servicing and Accounts Payable Professional Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Department**" means the Bureau of Economic Development

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

**b) Interpretation**

- i) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Economic Disclosure Statement and Signature Pages

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

**c) Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and

with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's MBE/WBE Utilization Plan is part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance or waiver by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

**Insurance To Be Provided**

**Insurance Requirements of the Consultant**

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract. The insurance maintained by the Consultant shall be on a primary, non-contributory basis and shall not be excess or pro rata to any other insurance or self-insurance issued to or administered by the County.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**1. Coverages**

**(a) Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease

Broad form all states coverage

**(b) Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Independent Consultant's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability.

**(c) Commercial Automobile Liability Insurance**

When any autos are used in the performance of this contract, Consultant shall secure Commercial Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:



(a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence

(b) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Consultant shall secure and maintain a limit of liability no less than:

a. \$5,000,000 each occurrence for all liability

b. \$5,000,000 in the aggregate

(e) **Professional Liability/Errors and Omissions**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$3,500,000 with a deductible of not more than \$150,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal.

(f) **Crime Coverage**

The Consultant must provide Blanket Crime coverage that covers all persons handling funds under this Agreement against loss by dishonesty, robbery, burglary, theft, destruction, disappearance, computer fraud as well as other related crime risks. Limits shall be no less than \$5,000,000.

(g) **Privacy & Network Liability**

Consultant shall secure Privacy & Network Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This Privacy & Network Liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 for Privacy Liability, Data Breach and Network Security Liability with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella Excess Liability policy. Consultant's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subconsultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subconsultant involving transactions relating to the subcontract, or to such subconsultant's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the

County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subconsultants it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subconsultant. Identification of subconsultants to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subconsultants shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each subconsultant, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain

whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and subconsultants of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on May 1, 2014 ("**Effective Date**") and continue until April 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subconsultants are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

##### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up two (2) additional one (1) year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

#### **ARTICLE 5) COMPENSATION**

##### **a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

##### **b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to

invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. In order to assure an orderly transition to another provider of the Services, County will provide Consultant with 90 days' notice of such occurrence. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

**f) Price Reduction**

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

**g) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

#### **ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be submitted to the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon written request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within thirty calendar days of date of the Chief Procurement Officer's written request. Within sixty (60) days of receipt by the Chief Procurement Officer of notice of the dispute, the Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Chief Procurement Officer may extend that time frame upon written notice to the Consultant up to a maximum of an additional sixty (60) days. The parties may jointly agree in writing to additional extensions. If the Consultant disputes the written decision of the Chief Procurement Officer or no written decision is provided within the applicable time frame, the Consultant may proceed with any remedies at law or equity. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### **ARTICLE 7) COMPLIANCE WITH ALL LAWS**

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or subConsultants shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subconsultants of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or sub consultant for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subconsultants are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subconsultants are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

**b) Ethics**

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subconsultants to the prime Consultant or higher tier Subconsultants or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the



Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subconsultants if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

#### **f) Non-Liability of Public Officials**

Consultant and any assignee or Subconsultant of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

### **ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

#### **a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant

fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subconsultants, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the

effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subconsultants an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subconsultant's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

**e) Right to Offset**

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the

balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f.) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g.) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination for services not provided, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**iii) No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**b) Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Modifications and Amendments**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c. Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:       Bureau of Economic Development  
69 W. Washington Street, Suite 2900  
Chicago, Illinois 60602  
Attention: Director

and

Cook County Chief Procurement Officer  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant:     Amerinational Community Services, Inc.  
217 S. Newton Avenue  
Albert Lea, MN 56007  
Attention: Amber Anderson, Marketing & Contracts Manager

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.



**EXHIBIT 1**  
**Scope of Services**

## Scope of Services

Cook County Government ("the County") through its Bureau of Economic Development, Department of Planning and Development (DPD) is contracting with the Consultant to provide professional services related to loan servicing and accounts payable. These professional services are specific to existing and future prospective community, housing, and economic development loans going forward generated by one or more of the following programs:

- American Dream Down payment Initiative (ADDI)
- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Program (HOME)
- Neighborhood Stabilization Program (NSP)
- Section 108 Loan Guarantee

The scope of work includes but is not limited to the following:

- 1) Setup existing loans in related software or system maintained by proposer (Note – the County currently maintains related data in formats which can be exported to Microsoft Excel or Access for easy data transfer – ideally the proposer will have some form of an electronic system for these purposes);
- 2) Maintain a contact list for all active borrowers, update regularly as appropriate, and provide to County as requested;
- 3) Prepare and issue notice(s) to existing and new borrowers directing loan payments and appropriate related correspondence to servicer;
- 4) Respond to borrower inquiries, demands and requests;
- 5) Prepare and issue monthly statements or invoices to the borrower regarding required payment and related instructions;
- 6) Demand, receive, and collect all loan payments and deposit by the close of business on the next business day into the Servicer's trust account;
- 7) Prepare and transmit late payment or non-payment delinquency or default notices with language appropriate to the severity and frequency of the situation (i.e. late or missed single or occasional payment versus repeated issues) (County will define these thresholds in advance);
- 8) Request and receive notices of default on senior liens;

- 9) With the consent of the County, on a case by case basis, initiate and direct appropriate collection activities for loans in default, including judicial or non-judicial foreclosure of the loan;
- 10) Prepare and file Proof of Claim documentation in cases of bankruptcy;
- 11) Report borrower delinquencies to credit bureaus as appropriate;
- 12) Process requests for loan assignment, forbearance, forgiveness, subordination, payoff, modification, and/or release in accordance with County programmatic and legal approval;
- 13) Prepare and issue payoff statements upon request from County and/or borrower;
- 14) Prepare and issue annual account statements or provide audit confirmations as requested for audit and taxation purposes to both the County and the borrower;
- 15) Prepare and issue annual IRS 1098 Interest Statements to borrowers;
- 16) Appropriately track, report, and distribute program income receipts by program in accordance with relevant program regulations via a monthly transmittal to the County;
- 17) Prepare program income projections from anticipated loan repayments on a monthly, quarterly, and annual basis;
- 18) Prepare and issue or otherwise make available reports that are usual and customary in the loan servicing industry(preferably in electronic, real-time format or at least monthly) to the County detailing the scope and status of the loan portfolio including but not limited to collections (principal, interest, late charges, other fees, etc.) and disbursements, past-due accounts, etc.;
- 19) Promptly communicate to County any material information related to collection of the Loan; and
- 20) Retain records in accordance with County and HUD retention requirements.

#### IMPLEMENTATION PLAN

Whereas the Consultant is experienced with both large and small portfolio integration through bulk transfers; Consultant will work closely with the County on the coordination of all transfers. Implementation will begin within 30 days of contract execution. Typically implementation takes ninety days from award to service initiation. This timeframe depends in part on data availability from the current servicers. Consultant servicing platforms are compatible with most systems being utilized today, which generally provides for a streamlined data transfer process. A typical process is for the data to be pulled from the existing servicer's system into excel or another commonly used platform, and then migrated

onto our system. We are also able to manually board loans when the existing servicer's system is not available for an electronic transfer.

Consultant has outlined "milestones" below and on the following page to measure progress for the implementation of its loan portfolio management service.

Milestones	Activities	Deliverables
<b>1. Implementation Planning</b>	Define roles and responsibilities; obtain preliminary information about portfolio. On-site client meetings Plan implementation and schedule conversion date. Determine available formats for data. Complete "portfolio transfer questionnaire" with client.	Implementation plan and schedule
<b>2. Requirements Preparation</b>	Program data files with needed fields of information required to board loans. Receive and review preliminary test files from current servicers system (re-run as necessary for completeness and accuracy checks to be satisfied). Run exception testing on missing, illogical, or unexpected data results. Records tested against original loan documents for consistency. Prepare program guidelines with help of County staff. Forward proposed borrower welcome package to the County for approval.	Completed program guidelines
<b>3. Data Programming</b>	Transfer loan data into Amerinational's system. Quality control review of set up reports, trial balances Cash and loan balancing	Data entered
<b>4. File and Data Reconciling</b>	Hardcopy (original or copy) files transferred. Records tested against original loan documents for consistency. Data reconciling and balancing, acknowledgement by the County	Portfolio status report sign-off
<b>5. Borrower Notifications</b>	Good-bye letters (County) a minimum of 15 days prior to the servicing start date. Amerinational can supply a sample and assist with this process if requested. Send each borrower a welcome letter (English or Spanish), a Servicing Transfer Notice, FACT Act Notice, an annual supply of coupons or payment notices, and ACH payment information.	15 day letter; welcome letter and necessary servicing transfer notices and letters
<b>6. Training</b>	Review program guidelines with staff. Provide County staff training for web-based reporting.	Completed reviews and training

7. Service Conversion	Update data as of the date of transfer, including account/reference number, current balance, next payment due, date of last payment, accrued interest, and current impound/escrow balance. Provide County staff with website logon credentials and passwords.	Transfer of service
8. Quality assurance team 90 day responsibilities	Weekly review of portfolio performance with client Review of each report with client during first two months of servicing. Operations meeting with multiple client departments to review status Intensified management review of reports for each of the first three months, looking for possible posting errors, verifying report accuracy and completion Additional exception reporting review and overall analysis of borrower remittances in line with expectations	Review notes and completed reports to management

Training is integrated within each step of the implementation phase. Detailed instructions and forms are provided to aid the process. Borrowers are provided coupon books and/or statements, contact information and easy to understand transfer information (available in English and Spanish). During the transfer process property insurers are notified of the new loss payee information. The status of any existing property tax contracts is verified or new contracts are ordered. We obtain escrow funds from the lender/servicer along with a copy of the most recent escrow analysis completed and ensure that the loan is set up to be analyzed annually going forward.

Individual loans on a go-forward basis are set up manually but through much the same process. Once we are able to determine that the loan data to be moved to Consultant is accurate and complete, the loans are boarded onto our system. Prior to accepting any payments, the resulting portfolio data is run through a rigorous audit and review system, and will be verified by your staff as well as ours.

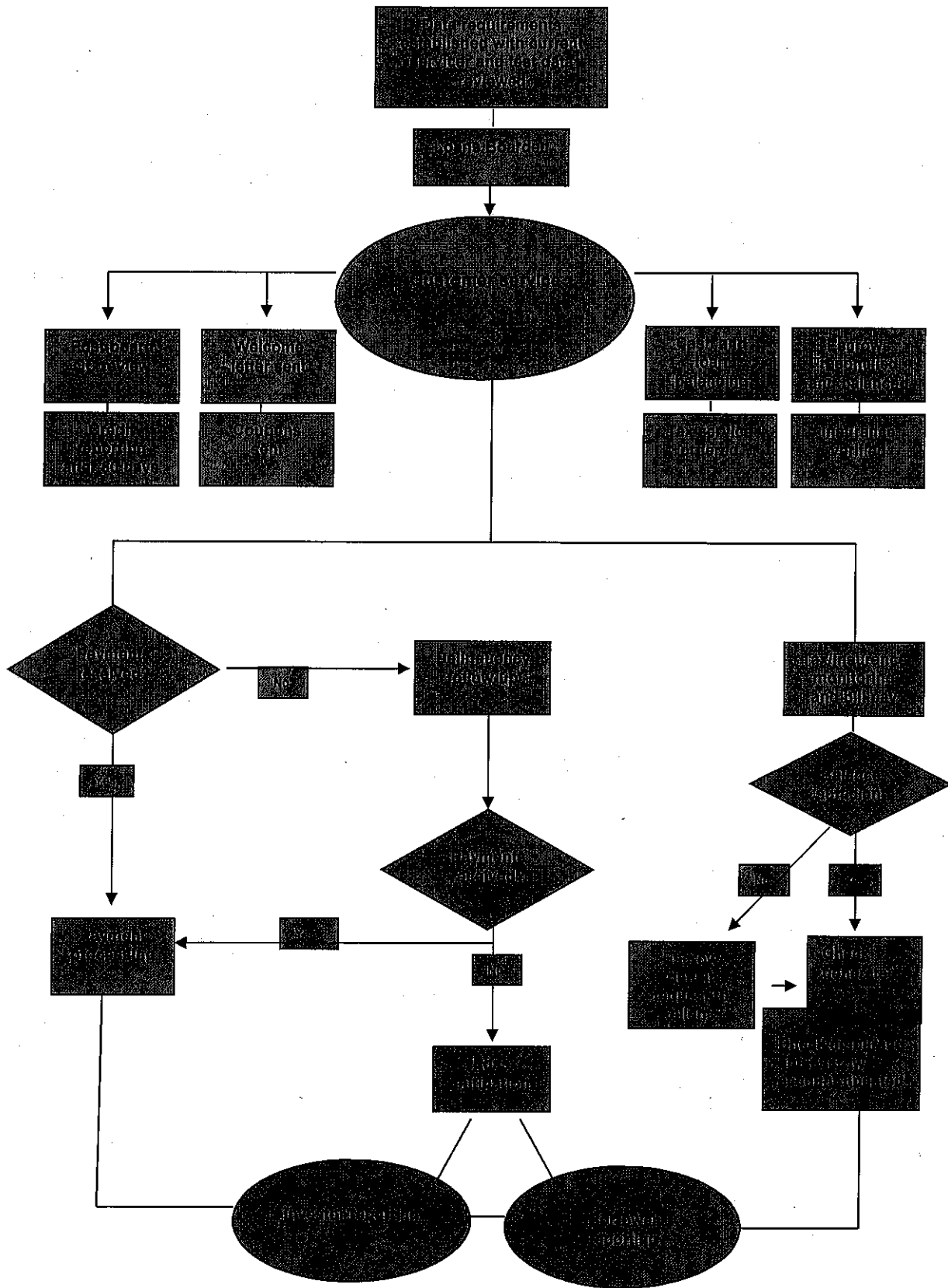
The expected results of a well-defined and executed implementation phase is seamless service delivery from the date of boarding. However, even the smoothest of transfers can have unforeseen problems. To address this risk, we provide an intensified monitoring of your portfolio during the first ninety days of actual servicing. This review looks for possible posting errors, verifies report accuracy and completion, and looks for any items that seem out of the ordinary. We will meet frequently with your staff to ensure that the full reporting capabilities of our system are understood and utilized, and to quickly and completely address questions by either party.

We have had numerous clients that have boarded loans with us where the previous servicing had resulted in inaccurate loan balances, such as through missing payment information or the improper posting of partial payments. We have developed a service through which we "clean-up" the booked loans to be consistent with the terms and conditions of the original loan documents. Clean up work typically involves a detailed review of payment histories to determine posting accuracy and compliance with amortization statements, truth in lending statements, and other applicable loan documents. This is particularly helpful when prior servicing has resulted in incorrect posting of payments. The clean-up fee varies depending on

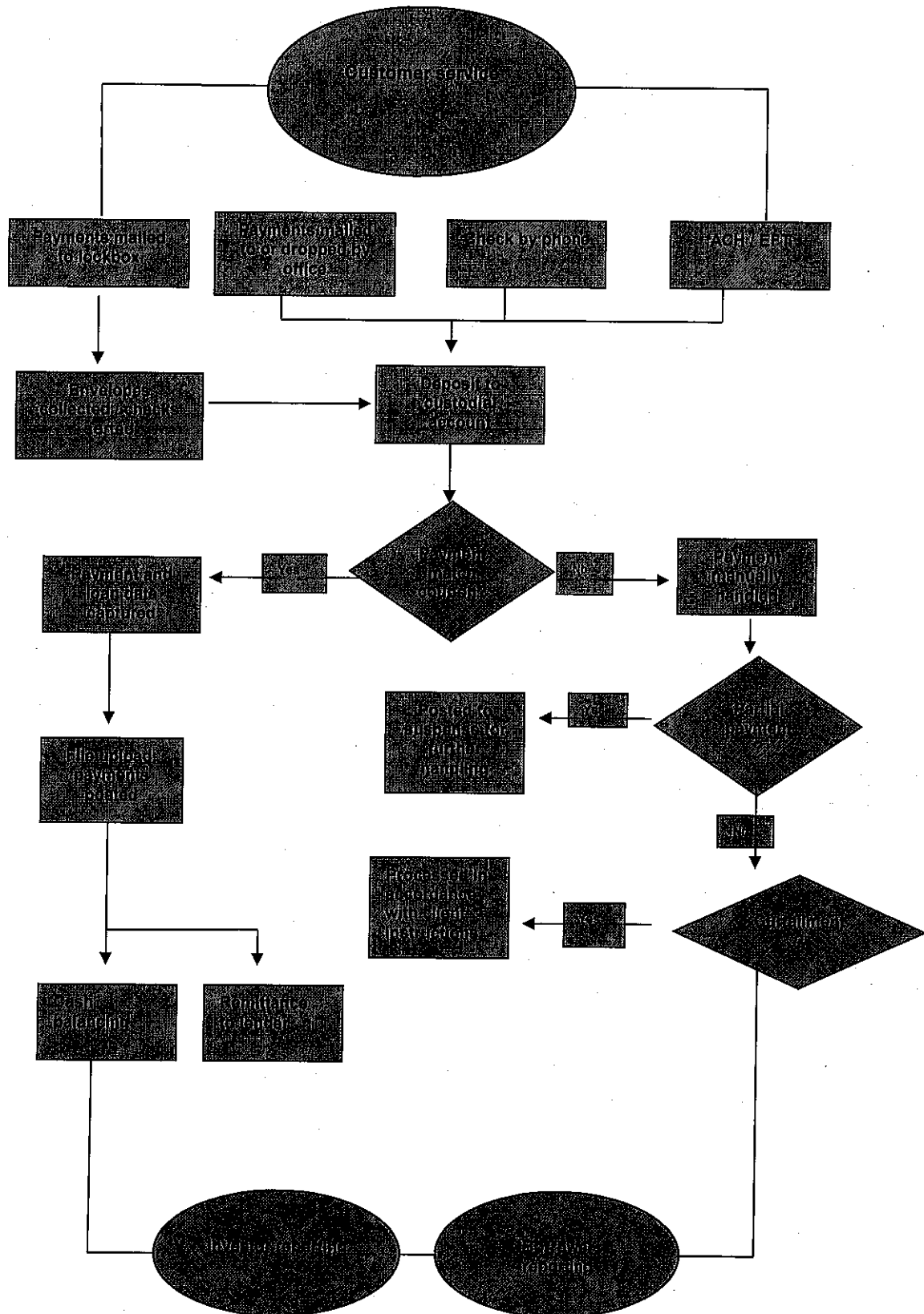
the scope of the project.

Flow charts illustrating the process to be followed for loan servicing activities, from initial boarding through ongoing payment collection and loan servicing payment processing are included on the following pages.

# Loan Servicing Flowchart



## Payment Processing Flowchart





## Scope of Services:

### #1) Set-up of existing loans:

Upon boarding of each new loan, Consultant will send to each borrower a welcome package that will include contact information, ACH sign-up information and payments statements/coupons as well as other relevant documentation. For consumer borrowers this welcome package will also contain a Notice of Servicing Transfer in compliance with the Real Estate Settlement Procedures Act (RESPA), Fair Debt Notice, and FACT Act Letter.

### #2) Maintain contact list:

Consultant services loans on 3 platforms, all of which provide for a complete contact list and maintain pertinent data on every loan and borrower. This is updated routinely in connection with the delivery of services. For consumer loans, this is also available online to the County via our internet platform *LoanLink*.

### #3) Prepare and issue notices to direct loan payment and related correspondence to servicer:

The welcome package received by each borrower include 1-800 phone numbers, email addresses, and our website information through which borrowers can contact us. Each borrower will be informed about the various ways in which they can make their payments. Consultant addresses are provided for collection of property tax, insurance, financial or other information. Consumer borrowers will also receive information about how to access their loan information online, and how to reach borrower service staff for any necessary assistance with online access.

### #4) Respond to borrower inquiries, demands and requests:

Borrowers can reach our borrower services department staff through our toll-free number and via email or through our website. Borrower services staff located in each office of our firm handle all borrower inquiries, including balance and payment questions, payoff amounts, on-line access questions, questions related to insurance or escrows, and any other need that a borrower may have. Many of these staff members are fluent in Spanish as well as English. All correspondence received from borrowers is maintained in the servicing system, and we also record all incoming and outgoing calls. These call recordings are frequently used for loan workout evaluation purposes, staff training as well as customer service quality control purposes.

### #5) Prepare and issue monthly statements or invoices:

Consultant will send coupon books or statements, as desired by the Client.

### #6) Demands, receive, and collect and deposit loan payments:

Loan payments are posted and deposited on the day of receipt into a trust account maintained for the benefit of our Client. Payments can be made via ACH, check-by-phone or to a secure lock-box location.

Payments are split according to the terms of the notes between principal, interest, and escrows (see below). In connection with the posting and depositing processes the borrower's loan record is updated accordingly. Trust funds, including payments of principal and interest as well as reserves and escrows, are properly segregated from operating funds and managed in accordance with strong internal controls and segregation of duties. All funds are maintained in FDIC insured institutions in trust for our clients.

For escrowed loans, Consultant will collect the monthly escrow payment from the borrower and make the tax and insurance payments on the borrower's behalf. The borrower escrow accounts will be analyzed annually in accordance with the Real Estate Settlement Procedures Act (RESPA). Consultant utilizes the services of a tax service agency to ensure protection of collateral through timely payment of taxes.

If the County chooses to establish an escrow/impound account for any borrower, Consultant will also establish a Client Escrow Deficit account. This account is used to track and reconcile borrower accounts with escrow deficits as a result of payments made on the borrower's behalf in excess of their escrow balance. The escrow deficit account will be reconciled monthly and the net change will be included or deducted from the County's monthly remittance; a net shortage/negative will be deducted and a net overage/positive will be remitted.

At portfolio transfer Consultant will require a cash deposit of the total amount of positive escrow balances. Negative escrow balances will be set up, but the total amount of negative escrow balances will not be netted out of the positive cash escrow balances.

#7) Prepare and transmit late payment notices:

Consistent and timely follow-up on past due accounts will minimize loss of income to public sector agencies. Consultant provides treatment for delinquent mortgages through positive pressure that is fair but firm. Action is taken at early delinquency - a borrower is delinquent if payment is not received on or before its due date, irrespective of the grace period. This early contact will be effective when followed with consistent, firm and executable follow-through.

We will work with borrowers to help them retain title to their properties through work-out arrangements, forbearance plans, and loan modifications. We routinely partner with housing counseling agencies to provide further assistance to delinquent borrowers who are attempting in good faith to meet their obligations. We also partner with Habitat for Humanity, other local and national non-profit groups engaged in affordable housing, and are involved with multiple state-level Hardest Hit Fund and other foreclosure prevention programs.

If borrowers are unwilling or unable to successfully resolve their financial situation through these alternatives, we will carry out the next steps of foreclosure or deed-in-lieu actions.

Below you will find our general parameters for delinquency management procedures. These steps are customized for individual clients based on their program objectives. If the client has a predetermined collections manual that they would like followed, we can incorporate that into our procedures. Some clients prefer to be "hands off" and direct Consultant to execute all of the delinquency management processes up to and through foreclosure. Other clients prefer to be

involved at certain points of the process – for example a borrower visit or a decision to move ahead with a loan modification – and our processes are adjusted accordingly.

General loan delinquency steps:

1. New Borrower Delinquency: Consultant forwards its first letter to new delinquent borrowers at 5 days past the first payment due date. If there is no response, a second letter is sent at 15 days. Borrowers are invited to contact our office to discuss difficulties they may be facing in meeting their obligations. If no response is received to either letter, due diligence phone calls begin at 31 days delinquent. Late fees are assessed as allowed for by state law and note documentation, and are retained by Consultant.
2. Delinquency/Default Letter Production: While most borrowers will pay without much individual attention, delinquencies will rise because some borrowers, left alone, will fall into poor paying habits. Therefore, letters of varying tone and composition will be sent at 15, 30 and 45 days past the payment due date. The letters emphasize the seriousness of the situation, the potential for loss of the borrower's property, and demands immediate payment.
3. Due Diligence Phone Calls: Telephone calls will be placed to all mortgage loan borrowers beginning at 31 days delinquent. Telephone contact offers several advantages: it demands attention; it interrupts other activity; it establishes a personal communication; and it requires immediate response. The objective of the call is to secure or demand prompt payment, obtain information needed to determine the reason for the delinquency, and to gain a commitment for future payments. All calls are conducted in accordance with best practices as well as the Fair Debt Collection Practices Act (FDCPA) and other relevant regulations.
4. Confirmation Letters: Contact with borrowers is used to solicit commitments to repay past due amounts. A borrower will be provided with the opportunity to bring the loan current over a period of time, generally not to exceed six months. Once a commitment is gained, Consultant will forward a confirmation letter to document both the call and the commitment. The revised payment plan is then set-up in the system, loan records are updated accordingly, and payments are collected under the plan. Default under this plan may cause Consultant to recommend foreclosure.

#8) Request and receive notices of default on senior liens:

Consultant will request notices of default on senior liens, the rights for which may be substantially limited by loan documentation in place. Typically the rights of a subordinate lender are spelled out in a subordination agreement, which may not exist on the loans being serviced. If the senior lienholders agree to supply such information, we will monitor for notices of default.

#9) Initiate and direct appropriate collection activities (with County consent):

Consultant offers alternative solutions for past-due accounts based on the individual circumstances, status of collateral, and borrower capabilities.

**Forbearance Plans**

Consultant's objective is to formulate a plan to bring the loan current as soon as possible. However, in light of the County's original purpose in making these loans (to assist the low/moderate income and disadvantaged citizens of its community),

Consultant may recommend forbearance plans that defer all or part of the regular repayments for a specified period of time.

Formal forbearance plans are typically used for defaults of over 90 days which might be caused by a temporary situation which is expected to be rectified in a short period of time. A forbearance plan is typically less than six months in duration.

The forbearance evaluation process includes identification and verification of a hardship, defined as a situation or set of events or circumstances beyond the normal control of the borrower that prohibits the borrower from adhering to a planned repayment schedule for a defined period of time. If a borrower states, either verbally or in writing, that a hardship situation exists, Consultant will document the circumstances and provide the following:

- i. Letter from borrower requesting the County's consideration of hardship
- ii. Nature of the hardship
- iii. Expected duration of the hardship
- iv. Evidence to substantiate hardship
- v. Forbearance Plan Proposal

The County can choose to approve these plans before they are implemented. Once approved, the forbearance plan is documented, included in the loan file and initiated in the servicing system. Ticklers are established for pertinent events and expiration of the plan to ensure timely follow-up is taken to move the loan back into a more normalized payment routine.

### **Loan Modification Analysis**

When our analysis with the borrower indicates a short term forbearance agreement is not appropriate, Consultant will consider whether a loan modification could be helpful. Loan modifications are a powerful collection tool that can result in a solution for both the borrower and the lender. We will implement the County's existing modification program, if desired. We also have experience with numerous modification programs and can provide assistance to the County if they do not have an established policy in this regard.

Our loan modification procedures begin with a preliminary screening. This is done to analyze the borrower's financial ability against the loan obligations, and if appropriate we will provide the borrower with a "Request for Loan Modification Package."

Upon receipt of the Modification Package, Consultant will review the package to determine supporting materials are present and that the forms are complete. Support materials may include but are not limited to, paycheck stubs, W-2's, Federal Tax Returns, audited or compiled financial statements, bank statements, mortgage statements, property tax bills and insurance policies. After the package is reviewed and found to be complete, an initial analysis will be completed. The initial analysis can be completed prior to incurring any applicable outside

costs, such as ordering a credit report or property value report if required.

If the initial analysis indicates that a modification can be successful, a final modification analysis is conducted. This final analysis will evaluate information such as affordability (debt-to-income ratio), status of 1<sup>st</sup> mortgage, occupancy, and borrower's ability to pay, existing escrow balances and status of property tax and insurance payments, among other items. For significantly sized commercial or multifamily properties, this analysis will also include a site-visit and various property inspection criteria. Based on the aforementioned, the recommendation will convey whether it is reasonable to proceed with the modification and what type of modification will best suit the needs of the borrower and the County. The recommendation along with the supporting documentation will be sent to the County for approval if desired.

Once a loan modification has been approved, either the County or Consultant shall prepare and forward the required documents to the borrower for signature and recording as applicable. After all documents have been executed, originals will be retained by the County and copies by Consultant. After receipt of executed modification documents, Consultant will make the appropriate notations to the loan servicing system and send the borrower new payment coupons or statements. The copied modification documents will be electronically uploaded into the electronic paperless loan file for retention.

If the borrower defaults on a loan modification, this may cause Consultant to recommend a foreclosure action.

### **Loan Foreclosure**

The mortgage transaction and all collections efforts are predicated on the assumption that the borrower is motivated and able to meet the mortgage obligation. A decision to foreclose is based on an analysis of an individual loan. We will look at the borrower with particular emphasis on basic motivation, ability to pay, and attitude or level of cooperation. If a borrower has been uncooperative, non-responsive, or unwilling to cure the existing default by the alternatives presented, Consultant will recommend foreclosure.

This step is generally taken between 90 and 120 days, with filing to be scheduled on or after 120 days delinquent. Upon the County's approval, and in accordance with respective local, state and federal statutes, Consultant will send the borrower a notice of intent to foreclose/demand letter, with a copy to the County. If no response is received within 30 days Consultant will advise the County of the non-response. Upon the County's direction, Consultant will proceed to foreclosure. Consultant will properly document all steps taken to affect a cure.

If the loan is not reinstated or paid off, Consultant will continue foreclosure up to and including the sale of the property. Upon sale of the property, Consultant will return all proceeds of the sale to the County less foreclosure fees and any previously un-reimbursed costs incurred.

In the event the borrower reinstates the loan, Consultant will remit to the County all payments received from the borrower. For those loans that are reinstated by the borrower, Consultant will resume normal servicing functions.

Loans for borrowers with eminent risk of foreclosure are subjected to an intensified review process. Before foreclosure is recommended, Consultant's foreclosure review committee must sign

off on the action. Consultant will engage the MBE firm Albert, Whitehead, P.C. to assist with execution of the foreclosure process.

#10) Prepare and file proof of claim documentation in cases of bankruptcy:

Consultant offers a full-suite of bankruptcy management services for its clients. Consultant will engage the MBE firm Albert, Whitehead, P.C. to perform the necessary bankruptcy procedures. These include:

Chapter 13 Bankruptcy:

Upon receipt of notification from a court of law, debtor (borrower), or the County of a Chapter 13 bankruptcy for a debtor serviced by Consultant, Consultant will forward a notification letter to the County indicating intention to file a Notice of Claim as well as supporting bankruptcy documentation. Such Notice of Claim will indicate the total amount past due at time of Chapter 13 filing. Consultant will then file a Proof of Claim to the appropriate court. Upon receipt of a returned filed Proof of Claim from the court, Consultant will forward a copy of same to the County and will begin monitoring post and pre-petition payments to borrower's loan account.

Upon any default of borrower in the remittance of post-petition payments, Consultant will contact the borrower's (debtor's) counsel to notify counsel of the default, instructing that any further default will result in the filing of a Motion to Lift the bankruptcy stay. If the borrower has no legal counsel and has filed their bankruptcy petition "pro se", (on their own behalf) or with the assistance of a licensed paralegal; Consultant can communicate directly with the borrower. In addition, notification of the default will be forwarded to the Trustee's office. Should there be a continued default in post-petition payments and at the instruction of the County, the Motion to Lift will be filed by Consultant and Consultant will begin foreclosure proceedings as directed by the County.

Chapter 7 Bankruptcy:

Upon receipt of notification of a Chapter 7 bankruptcy for a debtor serviced by Consultant. Consultant will establish a file for the borrower and monitor payments. Additionally, a reaffirmation agreement will be generated and forwarded to the borrower's attorney (debtor's counsel) for signature, and to the appropriate court upon receipt of the executed document. This fully enforceable agreement, if executed, will retain the lien as secured and will keep the lien from being discharged as part of the Chapter 7 discharge. If the borrower has no legal counsel and has filed their bankruptcy petition "pro se", (on their own behalf) or with the assistance of a licensed paralegal; Consultant can communicate directly with the borrower.

Upon any default of borrower's remittance of payments during the bankruptcy, Consultant will contact the borrower's (debtor's) counsel advising of the default, but if filed pro se, then the debtor would be contacted directly.

Should the Chapter 7 Trustee determine that assets are available for distribution to creditors, Consultant will file a Proof of Claim on behalf of the County, indicating total amount due.

#11) Report borrower delinquencies to credit bureaus as appropriate:

We report all borrowers to three major credit reporting bureaus on a monthly basis. Reporting is done in a manner consistent with the requirements of the Fair Credit Reporting Act (FCRA) and other relevant regulations.

#12) and #13) Process requests for loan assignment, forbearance, subordination, payoff, modification, and/or release:

The processes for forbearance and modification were discussed above. Consultant is experienced in processing requests for these items whether recommended as a result of delinquency management efforts by Consultant or if recommended by the County.

Consultant is also experienced in processing requests for loan subordination and assignments. The analysis that is conducted as a pre-cursor to this approval will vary based on the type of the loan – single family home vs. multifamily rental property, but we have extensive experience with both. Consultant will provide Loan Payoff Quotations and will perform Satisfactions and Reconveyances of Mortgage at the borrower's expense for any loan upon request.

#14) Prepare and issue annual account statements and provide audit confirmations:

Consultant will supply a year-end account summary statement to each borrower if there has been principal, interest or escrow activity on their account. The report will indicate principal and interest paid, amount of payments Consultant made on the borrower's behalf for taxes and insurance, and any remaining escrow balance.

Consultant is also able to provide tickler notifications and loan amortization schedules as requested. Consultant frequently receives audit confirmation requests and has an established set of procedures for timely and appropriate response of such.

#15) Prepare and issue annual IRS 1098 interest statements:

Pursuant to IRS regulations and, on behalf of the County, Consultant will submit required 1098 tax form for any and all borrowers paying interest on any loan to the County.

#16) Appropriately track, report and distribute program income receipts by program:

Our loan servicing system is designed specifically for government agency funding. Permanent accounting records are maintained for each loan that adequately segregates ownership interest and funding source. Our loan accounting hierarchy is in a "client-group-project" format. Each client is assigned a client number. One client may have multiple "groups" of loans, which further have multiple "projects" within each group. Our clients distinguish their various departments and funding programs through this hierarchy. Investor reporting is generated at the

client, group and project level. We can also custom create further reports if our standard reports are insufficient for your needs.

A client can have unlimited groups and projects. In addition, our system also accommodates and accounts for multiple funding sources on an individual loan.

#17) Prepare program income projections from anticipated loan repayments:

Based on the same client-group-project format, program income projections for the designated timeframes will be provided for the County.

#18) Prepare and issue reports:

Consultant uses 3 servicing platforms depending on the type of loan being serviced. Each platform has robust investor reporting modules designed to provide all relevant information to our clients in an easy to understand format. Consultant's standard reports are designed to meet the County's objectives and funding source requirements. Data reporting is flexible and can be reported in several ways, including program type, funding source and funding year. Hard-copy reports are available as indicated in addition to the electronic reporting available to the County online through our Internet LoanLink service or through a secure email protocol. Through LoanLink the County has unlimited access to account and portfolio data, and can view the information as well as generate reports that can be downloaded into Excel.

The report names will vary depending on the platform being used, but the content of the reports can be grouped into the following categories.

- Portfolio Status Report: The report provides a complete accounting per loan of the total portfolio. The report identifies annual payments made, remaining balances, borrower's name and account number, original loan balance, interest rate, and loan term. For those deferred loans accruing interest, the report shows the ongoing accrued interest balance.
- Current Month Reconciliation Report: This report serves as reconciliation for the loan payments remitted by borrowers.
- Delinquent Aging Report: This report reflects delinquent accounts at the 30, 60, 90, and over 90 day levels. Borrower accounts moved into the forbearance or foreclosure process are designated.
- Loan Amortization Schedule: The Loan Amortization Schedule shows the breakout of principal and interest paid for each payment during the term of the loan. This schedule is useful in determining how much principal is still owed and how much interest has been paid, at any period of time. This report can also be used in determining any balloon amounts due per the terms of the note.
- Escrow Analysis Report: For loans requiring monthly escrow/impound payments for taxes and/or insurance, Consultant conducts an annual escrow analysis to determine the proper monthly payment a given borrower needs to make in order to cover future tax and insurance payments. This report is especially useful when escrow requirements



change significantly, e.g., a marked increase in property tax due to a reassessment or supplemental tax.

- Account Status Information Report: Provides borrower profile, loan term and current balance and status information for individual borrower accounts within a client's portfolio. This report includes a vast amount of information on any particular account within the County's portfolio.
- Current Year Payment History: Details transactions on individual accounts for the current year's activity.
- Payment History with Memos: Consultant uses a series of memo codes to help classify various borrower requests or processing activity. Activities subject to memo code classification include, for example, requests for duplicate coupon books, payoff requests, and other miscellaneous borrower questions. This report summarizes the loan history with identification of these types of activities along with associated comments by Consultant personnel.
- Memo Listing Report: This report lists the various coded activities and their dates. It is particularly useful when researching activity on any particular borrower account.

#19) Promptly communicate to County material information:

Upon engagement with the County, our key staff will sit down with your staff to determine the frequency and method of communication desired going forward. As mentioned earlier in this proposal, our standard procedures are customized to each individual client, so that our activities follow your program requirements and important procedural objectives. These activities will also be discussed in this sit-down meeting and then will be formalized into "program guidelines", which further detail the specific steps we will take on your loans. We will have a clear understanding of what points in the process that you desire to be involved in and in what capacity.

Our Key Client Management Program (KCMP) is the mechanism by which we measure success against our high standards. Through the KCMP, our managers will ensure service standards are being met, provide additional training needed, review or develop portfolio reports for performance statistics and adherence to portfolio goals, and provide service improvement suggestions.

#20) Retain records in accordance with County and HUD retention requirements:

Consultant will retain records in accordance with County and HUD retention requirements.

In addition to the above requested scope of service items delineated in the County's RFP, Consultant also performs the following services in conjunction with its loan servicing delivery:

#### Financial monitoring and cash flow analysis:

Government loan programs frequently have unique financial covenants, replacement reserve requirements, operating deficit guarantees or similar types of arrangements. We are experienced with evaluating property, borrower and guarantor financial statements to determine compliance with these requirements and in calculation of amounts due under the loan agreement.

#### Insurance monitoring and placement:

Consultant will notify the insurance agent in writing that Consultant is monitoring premium payments and that we are to be made aware of delinquencies or cancellations. Consultant will force place insurance in accordance with respective regulation (see Insurance section).

In accordance with respective regulation, upon notification of a policy cancellation from the borrower's insurance carrier, or when proof of a current policy is not received, Consultant can request lender-placed insurance from Consultant's insurance provider.

1. Coverage is instantly bound upon receipt of request with an effective date up to 30 days prior to receipt of our request.
2. Consultant's insurance provider or their carrier will send out three letters to the borrower over the course of forty-five days (Flood) to sixty days (Hazard). If the borrower provides proof of coverage, lender-placed coverage will be cancelled.
3. If the effective date of this coverage is the same and there is no lapse in coverage, there will be no premium charged. If there is a lapse in coverage, there may be a fee charged to the borrower's account for an earned premium.
4. If the borrower does not provide proof of coverage, Consultant's insurance provider will send an insurance policy and notification of premium to the borrower and bill Consultant for a one-year policy. If the borrower does not have an established impound account; Consultant will create one and disburse the premium from it.
5. If the borrower fails to pay the premium before the end of the month, and the disbursed premium results in an escrow deficit balance, said balance will be accounted for in that month's reconciliation of the Client Escrow Deficit Account. If the aggregate portfolio remittance for said month is insufficient to cover the deficit amount, the County will be billed and responsible for the cost until recouped from the borrower. Any pay-off quotations or demands will reflect any impound deficit amounts (caused by the cost of any forced-place insurance or other advances) so that the borrower will still be held responsible for the cost even if they are unresponsive. The Portfolio Status Report, delivered monthly to the County, will also reflect such negative impound balances (i.e. the total amount of such premiums owed by borrower).
5. The one-year policy is cancelable at any time by either Consultant or the County.

Loan Clean-up:

Over the course of our 35-year history, we have assisted cities, agencies and other governmental entities in cleaning up their portfolio of loans to ensure the accuracy and consistency of the booked loans with the terms and conditions of the original loan documents. Clean up work may involve a detailed review of payment histories to determine posting accuracy and compliance with promissory notes, truth in lending statements, and other applicable laws.

EXHIBIT 2  
Schedule of Compensation/Cost Proposal

The processes and analysis required for servicing steps will vary significantly between single-family consumer borrower loans (1-4 mortgage) which may be amortizing or deferred, and multifamily rental properties (commercial in nature). In the County's RFP and addendums, the number and dollar amount of loans was not broken down between the types of portfolios, nor was an aging of loan delinquencies provided. Therefore, our pricing is being presented for both based on an assumed overall loan delinquency rate not exceeding 15%.

The Maximum Compensation. The maximum compensation under this Agreement may not exceed **\$300,000.00 per year.**

**Single-family consumer borrower loans (1-4 unit mortgages):**

New Loan Set-Up Fee:	\$40.00 per loan
Monthly Service Fee for Amortized Loans:	\$11.78 per loan per month
Monthly Service Fee for Deferred Loans:	\$1.80 per month per loan
Collections:	included in monthly service fee

Escrowing and/or monitoring of taxes and insurance are included with the service at no additional cost (except for a potential one-time tax service vendor fee). Please note: The establishment of a new tax service contract or the transfer of an existing contract from an acceptable service provider is required for the escrowing and/or monitoring of taxes. Tax service vendor fees are outside costs passed through from outside vendors and are subject to marketplace increases. Such costs shall be reasonable and competitive with other similar services provided in the general vicinity of the project. Loss Mitigation and Credit Reporting is also included in the above fee.

Pricing above includes the annual mailing of coupon booklets for borrowers. If monthly statements are desired, the above fee will be increased by \$1.00 per month to cover the cost of recurring postage for each statement and its respective handling fee.

Forbearance Plan:	\$300 per loan per occurrence (may be paid by borrower)
Subordination:	\$325 per loan per occurrence (may be paid by borrower)
Loan modification:	

Preliminary Screening and Initial Analysis to the County	\$ 150 per modification
Final Analysis and Recommendation, plus outside costs *	\$145 per modification

Outside costs include, but are not limited to, title, credit, and appraisal / valuation. These costs are passed through from outside vendors and are subject to marketplace increases.

Loan Foreclosure: \$300 per loan

In addition to the above foreclosure service fee, AmeriNational will deduct and pay from remittance or bill the County for other costs incurred in the foreclosure process such as, but not limited to, conventional legal fees, sheriffs' deposits, bankruptcy closing costs, fees set by law, etc. These fees will be accurately quoted on a case-by-case basis upon request by the County and within all applicable statutory limits. The County reimbursement for foreclosure services rendered, and its costs and other charges, will be made by the borrower upon reinstatement or full payment of any Deed of Trust or Mortgage under foreclosure.

#### Bankruptcy Services:

Filing of Proof of Claims Fee: \$100 per occurrence

Filing of Reaffirmation Agreements Fee: \$75 for each occurrence

Monitoring and Repayments Fee: \$7 per loan per month

Filing of Lift Stays Fee: \$175 per occurrence plus out-of-pocket fees and costs

Such fees and costs include, but are not limited to, obtaining local council in the bankruptcy jurisdiction and as approved by the County. The County will be responsible for the payment of any fees for filing suit or related outside costs due AmeriNational that cannot be reimbursed from the borrower.

#### **Multi-family Loans (4+ units)**

Servicing:  $1/12^{\text{th}}$  of 25 basis points of the principal balance per month

This includes all servicing activities except where additional fees are indicated below.

The principal balance used in the above calculation is the unpaid principal balance of all loans that are outstanding on the first day of such month. (As an example, for a loan with a \$100,000 principal balance at the beginning of the month, the service fee for that month would be \$20.83 (\$100,000 \*.25% / 12 months).

Analysis related to determining cash flow available to pay debt service exceeding four (4) hours will be billed at an hourly rate of \$100.00 per hour. No related work beyond four (4) hours will

be performed until the County approves.

Analyses related to forbearance plans, loan modifications, assignments and subordination requests will be billed at an hourly rate of \$100.00 per hour. If the County would like us to quote this on a firm fixed price basis, we will be happy to do so after understanding the types and dollar amounts of loans in the County's portfolio.

**Loan Foreclosure**

**\$1,000 per loan**

In addition to the above foreclosure service fee, AmeriNational will deduct and pay from remittance or bill the County for other costs incurred in the foreclosure process such as, but not limited to, conventional legal fees, sheriffs' deposits, bankruptcy closing costs, fees set by law, etc. These fees will be accurately quoted on a case-by-case basis upon request by the County and within all applicable statutory limits. The County reimbursement for foreclosure services rendered, and its costs and other charges, will be made by the borrower upon reinstatement or full payment of any Deed of Trust or Mortgage under foreclosure.

**Bankruptcy Services:**

**Same as above**

**Other (applicable to both 1-4 and 4+):**

**Loan Transfer Fee:**                      \$50 per loan one-time fee if transferred from AmeriNational

**Extraordinary Account Research and/or Loan Clean-up:**

AmeriNational will conduct ongoing routine maintenance and general customer service activities on borrower information and balances as part of its servicing duties at no additional cost.

Should the County request additional research to be conducted, or if the County engages AmeriNational to conduct a Loan Clean-up Service on its portfolio, an extraordinary research fee of \$100.00 per hour will be charged, with a minimum of one hour per occurrence. Any such fee will be approved by the County before the research is conducted.

When research is conducted at the request of the County because of a discrepancy between the County's records and AmeriNational's records relating to the principal balance or other loan information, and the result of the research determines that the discrepancy was the result of activity being posted at the County and not forwarded to AmeriNational for updating of its records, the extraordinary research fee will be charged for the time spent on the research.

In the event County requests additional services to be performed by AmeriNational not specifically set forth in the Scope of Services and AmeriNational agrees to perform the requested additional service(s), AmeriNational shall undertake such services(s) after receiving written authorization from County. Additional compensation for such service(s) shall be allowed as agreed upon in writing by both County and AmeriNational.

EXHIBIT 3  
Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JT

DATE (MM/DD/YYYY)

03/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McNamara Company www.mcnamaracompany.com 1330 East Highway 96 St Paul, MN 55110 Patrick K. McNamara		<b>Phone: 651-426-0607</b> <b>Fax: 651-426-5790</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: AMER-11</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b>	<b>AmeriNational Community Services Inc, American Bankcorporation, American Bank of St Paul Inc</b> 217 S Newton Ave Albert Lea, MN 56007		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Chubb Group of Ins. Co. (A++)</b> <b>INSURER B : NAIC: 20303</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
		<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		35800320	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Mtg Protection			35800320	08/01/2013	08/01/2014	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Inc Contract Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ included
							Mtg Prot \$ 3,000,000
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			74983745	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			79813523	08/01/2013	08/01/2014	AGGREGATE \$ 10,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		71712722 (CALIFORNIA)	08/27/2013	08/27/2014	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71712593 (MN, KS, FL, MD)	08/01/2013	08/01/2014	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
Certificate Holder is named as additional insured for General Liability coverage.

**CERTIFICATE HOLDER****CANCELLATION**

COOKCO1

Cook County  
Office of the Chief  
Procurement Officer  
118 N. Clark St Suite 1018  
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.





## Liability Insurance

### Endorsement

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014  
*Effective Date* MARCH 18, 2013  
*Policy Number* 3580-03-20 DMO  
*Insured* AMERICAN BANCORPORATION, AMERICAN BANK  
OF ST. PAUL  
*Name of Company* GREAT NORTHERN INSURANCE COMPANY  
*Date Issued* MARCH 18, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

#### **WHO IS AN INSURED**

Designated Person Or  
Organization

Any person or organization designated below is an insured;  
but they are insureds only with respect to liability arising  
out of your operations or premises owned by or rented to you.

Cook County  
Office of the Chief Procurement Officer  
118 N. Clark Street, Suite 1018  
Chicago, IL 60602

Insurance is primary and non-contributory

All other terms and conditions remain unchanged.

Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

AMER-04

OP ID: M1

DATE (MM/DD/YYYY)

03/18/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Maguire Agency 1935 West County Road B-2, #241 Roseville, MN 55113 Jeff Erager, CPCU		<b>651-638-9100</b> <b>651-638-9762</b>	<b>CONTACT NAME:</b> Jeff Erager <b>PHONE (A/C, No, Ext):</b> 651-635-2724 <b>FAX (A/C, No):</b> 651-638-9762 <b>E-MAIL:</b> jerager@maguireagency.com <b>ADDRESS:</b>
<b>INSURED</b> American Bancorporation; AmeriNational Community Services Inc; American Bank of St. Paul 1060 Dakota Drive Mendota Heights, MN 55120		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Houston Specialty Ins Co <b>INSURER B:</b> Berkley Regional Insurance Co <b>INSURER C:</b> Travelers Casualty & Surety Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Management Liability-See Pg 2</b>		<b>HFIN0100002500</b> <b>CLAIMS MADE-RETRO 8/1/02</b>	<b>09/24/13</b>	<b>09/24/14</b>	<b>Aggregate 5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
SEE PAGE 2 FOR ADDITIONAL COVERAGES.

**CERTIFICATE HOLDER****CANCELLATION****COOKCTY**

Cook County  
Office of the Chief  
Procurement Officer  
118 N. Clark St., Suite 1018  
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

**NOTEPAD**INSURED'S NAME **American Bancorporation;****AMER-04**  
**OP ID: M1**PAGE 2  
DATE **03/18/14**

Certificate of Insurance (continuation) PAGE 2

Named Insured: American Bancorporation, Etal

Co. Policy #	Coverage	Eff.Date	Exp.Date	Limit	Retention
--------------	----------	----------	----------	-------	-----------

LTR.

A	HFIN0200002800	Financial Institution Bond	09/24/13	09/24/14	\$4,000,000	\$100,000
---	----------------	----------------------------	----------	----------	-------------	-----------

B	BF17100148313	Excess Financial Institution Bond	09/24/13	09/24/14	\$2,000,000	
---	---------------	-----------------------------------	----------	----------	-------------	--

C	105997365	Cyber Liab.	09/24/13	09/24/14	\$2,000,000	\$25,000
---	-----------	-------------	----------	----------	-------------	----------

## Management Liability - Sublimits:

D&amp;O - \$5,000,000 limit with a \$150,000 Retention

Employment Practices Liability - \$2,500,000 limit with a \$75,000 Retention

Fiduciary Liability - \$2,000,000 limit with a \$50,000 Retention

Banker's Professional Liability - \$3,500,000 Limit; \$150,000 Retention

Lender Liability - \$4,000,000 Limit; \$100,000 Retention

EXHIBIT 4

Board Authorization

EXHIBIT 5

Economic Disclosure Statement  
Signature Pages

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.



**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

- \_\_\_\_\_ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- \_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- X   Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II. ☒ Direct Participation of MBE/WBE Firms      ☐ Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Albert, Whitehead, P.C.

Address: 10 North Dearborn Street, Suite 600, Chicago, IL 60602

E-mail: gwhitehead@awpc-law.com

Contact Person: Gregory Whitehead Phone: (312) 357-6300

Dollar Amount Participation: \$ \$300-350 per hour for partner, \$200 per hour for associates, and \$110 per hour for paralegal

Percent Amount of Participation: The expected delinquency information was not provided in RFP. Based on a typical % portfolio, it is expected that these services will comprise 15% to 20% of the total

\*Letter of Intent attached? Yes   X   No \_\_\_\_\_

\*Letter of Certification attached? Yes   X   No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: <u>Albert, Whitehead, P.C.</u>	Certifying Agency: <u>Cook County</u>
Address: <u>10 North Dearborn Street, Suite 600</u>	Certification Expiration Date: <u>October 16, 2016</u>
City/State: <u>Chicago, Illinois</u> Zip: <u>60602</u>	FEIN #: <u>36-3832684</u>
Phone: <u>(312) 357-6300</u> Fax: <u>(312) 357-6220</u>	Contact Person: <u>Gregory C. Whitehead</u>
Email: <u>gwhitehead@awpc-law.com</u>	Contract #: _____

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Legal services in connection with bankruptcy matters, foreclosures, loan modifications and loan forbearances.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
Our services are delivered on a fee-per-services basis, as needed according to the attached rate sheet.

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Gregory C. Whitehead

Print Name

Albert, Whitehead, P.C.

Firm Name

Date

Signature (Prime Bidder/Proposer)

Adrienne Thorson

Print Name

AmeriNational Community Services

Firm Name

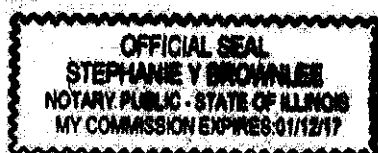
Date

Subscribed and sworn before me

this 10<sup>th</sup> day of October, 2013

Notary Public

SEAL

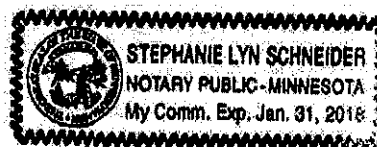


Subscribed and sworn before me

this 15 day of October, 2013

Notary Public

SEAL



# Albert, Whitehead, P.C. Rate Schedule

Billable Individual	State Licenses	Position <i>Partner (P) Associate (A) Para-Professional (PP) Specify Other Position (O)</i>	Years In Practice	Minority Status <i>Asian American (A) Black American (B) Hispanic American (H) Native American Indian (N)</i>	Gender (M or F)	Standard Rate	Govt. and NFP Rate
Charles G. Albert	3123949	Partner (P)	33	Black American (B)	M	500	350
Gregory C. Whitehead	6191477	Partner (P)	27	Black American (B)	M	500	350
Laure D. Jaffe	6190314	Partner (P)	27	(Caucasian)	F	400	300
Patricia C. Holland	6186525	Partner (P)	29	Black American (B)	F	400	300
Stephanie S. Green	6243020	Associate (A)	16	Black American (B)	F	325	200
Stephanie Y. Brownlee	N/A	Paralegal (PP)	10	Black American (B)	F	130	110
Rochelle Claerbaut	6285933	Of Counsel (O)	6	Black American (B)	F	300	225

THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Gainer	10 <sup>th</sup> Dist.
Robert Steele	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	John A. Fillickey	12 <sup>th</sup> Dist.
William M. Beavers	4 <sup>th</sup> Dist.	Lawrence Sulfredin	13 <sup>th</sup> Dist.
Dorothy Sims	5 <sup>th</sup> Dist.	Gregg Goslin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schneider	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Silvestri	9 <sup>th</sup> Dist.		



COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF CONTRACT COMPLIANCE

County Building  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5502

January 17, 2013

Mr. Charles Albert, Esq.  
Albert, Whitehead, P.C.  
10 North Dearborn Street, Suite 600  
Chicago, IL 60602

Annual Certification Expires: January 17, 2014

Dear Mr. Albert:

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This annual **MBE** Certification is valid until January 17, 2014.

As a condition of continued certification during this three (3) year period, you must file a "**No Change Affidavit**" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority, Women and Veteran Business Enterprises. Your area of specialty will be listed as:

LEGAL SERVICES

Your firm's participation on County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **MBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

  
Paulette Brooks

Interim Contract Compliance Director

2015



Printed on Recycled Paper

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

% of Reduction for MBE Participation

% of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain) \*See explanation below.

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

☐

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

☒

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

☒

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

☐

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

☐

(4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

☐

(5) Engaged MBEs & WBEs for indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	Address	City	State	Zip	Phone	Fax	Website	County	Agency	Certified	Renewal	Specialty	Category
Alay Shah, P.C.	1335 S. Prairie Ave. #1001	Chicago	IL	60605	312-622-3551			Chicago	Cook County	9/15/2012	9/15/2013	Legal Services	96349 - Legal Services, Attorneys
Albert Whitehead, P.C.	10 North Dearborn Street Suite 600	Chicago	IL	60602	312-357-6300			Chicago	Cook County	1/17/2013	1/17/2014	Legal Services	96349 - Legal Services, Attorneys
Edmundo M. Corillas	20 North Clark, Suite 100	CHICAGO	IL	60602	312-554-6853			CHICAGO	Cook County	11/22/2012	11/22/2013	Legal Services	96349 - Legal Services, Attorneys
Law Office Of Martha J. White, P.C.	47 West Polk Street Suite 100-316	Chicago	IL	60605	312-922-0070			Chicago	Cook County	12/20/2012	12/20/2013	Legal Services	96349 - Legal Services, Attorneys
Law Office Of Martha J. White, P.C.	47 West Polk Street Suite 100-316	Chicago	IL	60605	312-922-0070			Chicago	Cook County	12/20/2012	12/20/2013	Legal Services	96349 - Legal Services, Attorneys

The Evans International Law Firm, LLC				Dominus Evans	10526 W. Carmak Rd., Suite 300 Westchester, IL	66154	10526 W. Carmak Rd., Suite 300 Westchester, IL	66154	708-531-1740	708-531-1740	deans@cliffms.com	Cook County	MBE	2/1/1980	8/13/2014	Legal Services	96149 - Legal Services, Attorneys
The Evans International Law Firm, LLC	10/7/2013 2:27 p.m. Dominus. They would love to work with us. She will get back to me by the end of the week with all the documentation to respond 10-5-13 Theresa called and reviewed this rfp and the forms they need to complete. She hopes to get it back to us in Monday, Theresa has done foreclosures and modifications and Theresa has done some bankruptcies but would be partnering with a firm out of New Jersey for bankruptcies. TBI Firm (The Evans International Law Firm) 10-7-13 11:25 a.m. Dominus provided an email with files. I will be selecting Albert Whitehead as they will be able to do all the services with our partnering with another firm. In their response they didn't indicate the firm they would partner with, nor company information. 10-7-13 5:06 Dominus emailed me and gave referenced and added what information I needed. 10-7-13 I emailed and requested information 10-8-13 re'd his. Scheduling Albert Whitehead P.C.			Dominus Evans	10526 W. Carmak Rd., Suite 300 Westchester, IL	66154	10526 W. Carmak Rd., Suite 300 Westchester, IL	66154	708-531-1740	708-531-1740	deans@cliffms.com	Cook County	WBE	1/2/1980	8/13/2014	Legal Services	96149 - Legal Services, Attorneys

#### CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

##### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

##### **B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

##### **C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).



**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

---

---

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: X

- b) If yes, list business addresses within Cook County:

---

---

---

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No: X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b)   X   The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

\_\_\_\_\_  
If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name AmeriNational Community Services, Inc.

D/B/A: AmeriNational Community Services, Inc.

EIN NO.: 41-1951655

Street Address: 217 South Newton Avenue

City: Albert Lea

State: MN

Zip Code: 56007

Phone No.: 507-377-6030 ext. 1263

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
American Bank of St. Paul	1060 Dakota Drive, Mendota Heights, MN 55120	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
American Bank of St. Paul	1080 Dakota Drive, Mendota Heights, MN 55120	100%	Parent Company

**Declaration (check the applicable box):**

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Adrienne Thorson

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

athorson@amerinational.net

E-mail address

CEO/CFO

Title

Date

(507) 377-6030 ext. 1263

Phone Number

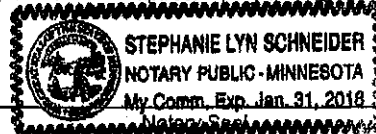
Subscribed to and sworn before me  
this 28 day of Jan, 2014

x

Stephanie Lyn Schneider

Notary Public Signature

My commission expires: 1-31-18



## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☒ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name American Bank of St. Paul D/B/A: American Bank of St. Paul EIN NO.: 41-0988463

Street Address: 1060 Dakota Drive

City: Mendota Heights State: MN Zip Code: 55120

Phone No.: 651-843-8450

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
American Bancorporation	1060 Dakota Drive, Mendota Heights, MN 55120	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Tom Palmer

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

tpalmer@americanbankmn.com

E-mail address

Subscribed to and sworn before me  
this 23 day of 1, 2014

X

Notary Public Signature

President

Title

Date

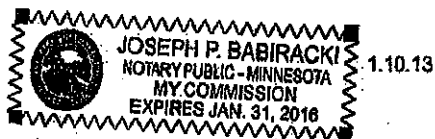
651-643-8450

Phone Number

My commission expires:

Notary Seal

EDS-10





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/ee\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/ee_ethics_VendorList_.pdf)

### DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.



### SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person\* doing business\** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

\_\_\_\_\_ There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

\_\_\_\_\_  
Owner/Employee's Signature

\_\_\_\_\_  
Date

Subscribe and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

a Notary Public in and for \_\_\_\_\_ County

\_\_\_\_\_  
(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires \_\_\_\_\_

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to: \*

Cook County Board of Ethics  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: AmeriNational Community Services

BUSINESS ADDRESS: 217 South Newton Avenue, Albert Lea, MN 56007

BUSINESS TELEPHONE: (507) 377-6030 FAX NUMBER: (562) 745-1274

CONTACT PERSON: Amber Anderson, Marketing & Contracts Manager

FEIN: 41-1951655 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Michael Torres CEO: Adrienne Thorson

SECRETARY: Adrienne Thorson VICE PRESIDENT: \_\_\_\_\_

TREASURER: Adrienne Thorson

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this

13<sup>th</sup> day of March, 2014.

x   
Notary Public Signature

My commission expires:



Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 17 DAY OF April, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER  
1388-12982

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 900,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: 7728204.520835.100

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

APR 09 2014

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

COM \_\_\_\_\_